

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
October 9, 2023
4:30 p.m.
Room 312 of the Courthouse**

Members Present: Phil Yager, Denise Palmer, Tyler Mayes, Aaron Wells and Stephen Verran.

Public Comment Period

Commissioner Mayes entertained a motion to add the selection of a vice-chair to the agenda as item A.2. Commissioner Yager made the motion. Commissioner Wells seconded the motion. Motion passed unanimously.

A.1 Selection of Chairperson

Commissioner Palmer nominated Commissioner Yager for Chairman. Commissioner Wells made a motion to move to close. Motion passed unanimously.

A.2 Selection of Vice-Chair

Commissioner Mayes nominated Commissioner Palmer for Chairman. Commissioner Verran made a motion to move to close. Motion passed unanimously.

B. Contracts Approved by Law Director

C. Contracts Pending Law Director Approval

1. **MajorClarity by Paper, BOE ACCTC, Contract #24-0046** - Three-year contract with renewal options for career and college exploration software. Price is \$9,400/year.

Commissioner Mayes made a motion to approve and forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously pending Law Director approval.

D. Other Business

E. New Business



**Subscription Order Form and Subscription Services Agreement
Anderson County School District, TN**

District: Anderson County School District, TN
 Address: 101 S. Main St. Clinton, TN 37716
 Customer Contact: Kelly Myers, Director of Career & Technical Education

This Subscription Order Form ("Order") authorizes Anderson County School District, TN ("Subscriber") to use MajorClarity's career and college exploration platform (the "Platform") pursuant to the Subscription Services Agreement ("Agreement") entered into between MajorClarity and Subscriber. MajorClarity's Platform provides Students with exposure to careers, academic planning solutions, and tools to build plans and connections with post-secondary pursuits. MajorClarity's Platform also provides school staff and teachers with a suite of tools and content to aid with career exploration, academic planning, student tracking, and student and parent communication.

Pursuant to this Order, Subscriber is authorized to provide access to and use of the Platform to not more than the number of students included in Subscriber's student count for the grades noted below (as submitted to the state agency with regulatory authority over Subscriber), and all required staff, for the period(s) noted below. All such students and staff must be attending school or employed within the Subscriber's district.

The Subscription Contract Term ("Term") begins on the Contract Begin date and ends on the Contract End date listed below. Following the Contract End date and expiration of the last period noted below, and at the end of each renewal period thereafter, this Order will automatically renew for one-year ("Renewal Term"), unless Subscriber provides sixty (60) days advance written notice of non-renewal to MajorClarity. MajorClarity may increase the Subscription Fee payable for any Renewal Term by providing Subscriber with ninety (90) days written notice in advance of the beginning of the Renewal Term. The Subscriber may elect to not renew in the event of a price increase.

Contract Begin: 09/01/2023		
Contract End: 08/31/2026		
Contract Terms and Fees*:		
6 th – 12 th Grade Secondary Platform Licensing with Work-Based-Learning: 09/01/2023 – 08/31/2024 <i>(Invoiced: Upon Signature)</i>	\$9,400	
6 th – 12 th Grade Secondary Platform Licensing with Work-Based-Learning: 09/01/2024 – 08/31/2025 <i>(Invoiced: 08/01/2024)</i>	\$9,400	
6 th – 12 th Grade Secondary Platform Licensing with Work-Based-Learning: 09/01/2025 – 08/31/2026 <i>(Invoiced: 08/01/2025)</i>	\$9,400	
Virtual Professional Development		[Included]
Curriculum and Lesson Plans		[Included]
<u>Year 1 Total:</u> \$9,400**	<u>Year 2 Total:</u> \$9,400**	<u>Year 3 Total:</u> \$9,400**



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Anderson County School District, TN

* Annual subscription licensing fees are due in full when the subscription term begins, and are invoiced on a net 30 basis from the dates shown above. See the Agreement for more information.

** Totals indicated are exclusive of any applicable sales, use, excise, or other taxes. If applicable, tax will be included at time of invoice.

MajorClarity by Paper Inc.
117 S. 14th Street Suite 160
Richmond, VA 23219

Subscriber:
Anderson County School District, TN
101 S. Main St. Clinton, TN 37716

hello@majorclarity.com

Please provide invoicing email address:

MajorClarity Signed by:

Subscriber Signed by:

Name: Lauren Conroy
Title: COO



Name: Kelly Myers
Title: Director of CTE

Date

Date

8/23/23

MajorClarity

By **PAPER**

117 S. 14th Street
Suite 160
Richmond, VA 23219

April 27, 2023

To Whom It May Concern:

I am writing to certify that MajorClarity's academic planning and career exploration platform is a unique and proprietary product distributed solely by MajorClarity, Inc. based at 117 S 14th Street, Suite 160, Richmond, VA 23219.

MajorClarity's academic planning and career exploration platform is unique in the K-12 education market, offering many features and critical components that are not only proprietary to MajorClarity, Inc., but also exclusive to MajorClarity and not able to be distributed through any other platform.

MajorClarity, Inc. is the only College & Career Readiness platform that offers the following proprietary, exclusive, and sole source components that include the following:

1. Competency-based Micro-credentials built in conjunction with and endorsed by leading institutions, associations, and employers
 - a. MajorClarity has exclusive rights to distribute said Micro-credentials, which include:
 - i. Soft Skills & General Employability Skills Micro-Credential built with the National Technical Honor Society
 - ii. Software Programming built with Kingsland University
 - iii. Cybersecurity built with Kingsland University
 - iv. Nursing built with Tidewater Medical Training
 - v. Medical Services built with Tidewater Medical Training
 - vi. HVAC built with TRANE
2. Student career path "test-drives" that power career exploration and academic planning, including:
 - a. Q&A videos with industry professionals based on focus group data to determine which questions have the greatest impact on student understanding
 - b. Proprietary and gamified career simulation activities that allow students to experience a "day in the life" of that given career path

These career path test-drives are critical to MajorClarity's offerings and have been shown to increase the likelihood of a student selecting a career aligned plan of study by 189%.

SOLE SOURCE LETTER

3. A proprietary and dynamic "fit score" algorithm, which combines personality assessment data, career exploration data, test-drive ratings (the result of content only MajorClarity, Inc. offers), and course planning data to provide career recommendations to students that adapt to students over time.
4. A secure parent/guardian version of the platform that does not require any login or present friction within the access process.
 - a. MajorClarity is able to do this through proprietary technology built over several years that creates instant access links that are also encrypted.
 - b. This is critical to MajorClarity's offerings because countless studies show that parents most prefer to be engaged in a manner that does not require downloading an app or managing login details to a portal.


Driving student outcomes requires more than innovative tools, however. In addition to the proprietary features outlined above, MajorClarity, Inc. is the only provider in the market that offers a comprehensive College & Career Readiness platform that **connects** the full suite of career and college readiness functionality, including:

- a. The career exploration test-drives mentioned above;
- b. The competency based micro-credentials mentioned above;
- c. Comprehensive course planning and graduation tracking;
- d. Comprehensive postsecondary exploration and planning tools, including college application fulfillment tools;
- e. Work-Based Learning management;
- f. Financial Aid resources;
- g. State compliant student plans;
- h. Secure parent/guardian engagement tools that do not require login

It is through the connection of this proprietary content, algorithm, and parent/guardian tools that MajorClarity has become the industry leader in activating students and CCR outcomes.

MajorClarity holds the copyrights to the platform and holds the exclusive rights to all aforementioned offerings. Please let us know if you need anything further at this time.

Sincerely,



Joe Belsterling
CEO



Subscription Order Form and Subscription Services Agreement Anderson County School District, TN

MajorClarity by Paper Inc. SUBSCRIPTION SERVICES AGREEMENT

These Subscription Services Agreement (the "Agreement") set forth the terms pursuant to which MajorClarity by Paper, Inc. ("MajorClarity") will provide Anderson County School District, TN ("Subscriber") access to its subscription services as outlined herein ("Services") pursuant to one or more order forms (each an "Order") signed by Subscriber. The Services include proprietary content, activities, articles, tools, software applications, databases, and other materials.

1. Services.

- A. *License Grant.* Subject to Subscriber's continued compliance with this Agreement, including payment of all fees, MajorClarity hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Services as provided herein, and to have Authorized Users, as defined below, use and access the Services in accordance with the foregoing grant.
- B. *Delivery and Access.* The Services will be provided through MajorClarity's web-based platform at platform.majorclarity.com and such other sites as MajorClarity may designate (collectively, "Platform"). Use of the Platform is subject to additional terms and conditions contained within the Terms of Use (<https://www.majorclarity.com/terms-of-use>) and Privacy Policy (<https://www.majorclarity.com/privacy-policy>) set forth on the Platform. Subscriber agrees that it will use the Services only as permitted herein. For the purpose of this Agreement, "Authorized Users" will include Subscriber's employees, contractors, consultants, and those auditors, governmental authorities and other individuals and entities who may require access to Subscriber Data, as defined below, as well as Students (as identified in the Order Form). Subscriber agrees to be responsible for all use of the Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. MajorClarity will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.
- C. *Prohibited Activities.* Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use the Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (iii) modify, transiate, or prepare any derivative work based on the Services; (iv) decompose, decode, or otherwise reverse engineer any MajorClarity technology; (v) allow any third party or unlicensed user or computer system to access or use the Services; or (vi) remove any proprietary notices or labels attached to the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

2. Administration of Services.

- A. *Subscriber Administrator.* Subscriber will designate one (1) or more of its employees to serve as the primary point of contact and administrator(s) for the Services. The administrator is responsible for coordinating and/or completing required integration steps such as scheduling trainings, delivering data files, and other steps as identified by MajorClarity. The administrator will also serve as the primary point of contact for Subscriber's Authorized Users.
- B. *Registration.* MajorClarity will assign a unique username and password to all Authorized Users that will allow them to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned.



**Subscription Order Form and Subscription Services Agreement
Anderson County School District, TN**

- C. *Password Protection.* Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by MajorClarity regarding password security. MajorClarity may cancel or suspend the use of a username and password in the event that it is misused by Subscriber or an Authorized User. The re-issuance or reactivation of any canceled or suspended usernames or passwords will be at MajorClarity's sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify MajorClarity of any actual or potential unauthorized access to a password or to the Services. MajorClarity cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- D. *Instructions.* MajorClarity will make instructions regarding use of the Services available in electronic form on the Platform, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures. MajorClarity shall be permitted to contact Authorized Users, and if such Authorized Users are minors, then such Authorized Users parent or guardian, regarding the Services.
- E. *Retrieval of Data.* Upon termination of the Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. MajorClarity will not be responsible for any Subscriber Data not retrieved within this period.
- F. *Support Hours and Platform Availability.* MajorClarity provides customer support during normal business hours, which are Monday through Friday, excluding major federal holidays, between 7:30 am and 6:00 pm Eastern Standard Time. MajorClarity shall make the Platform available during the term of this Agreement, excluding only when the Platform is not available as a result of an Exception. An "Exception" shall mean (a) Subscriber's or Student's misuse of the Platform; (b) failures of Subscriber's or Student's internet connectivity; (c) internet or other network traffic or server problems; (d) Subscriber's or any of its Student's failure to meet any minimum hardware or software requirements; or (e) Scheduled Downtime as defined below.
- G. *Scheduled Downtime.* MajorClarity shall notify the District at least 24 hours in advance of all scheduled outages of the Platform in whole or in part ("Scheduled Downtime"). All such scheduled outages shall: (a) last no longer than reasonably necessary; (b) be scheduled outside of normal school hours whenever reasonably possible, eastern standard time; and (c) occur no more frequently than once per week; provided that MajorClarity may request Subscriber's approval for extensions of Scheduled Downtime.
- H. *Changes.* MajorClarity reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of MajorClarity's services; (ii) the competitive strength of or market for MajorClarity's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services.
- I. *Subscriber Obligations.* Subscriber shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the MajorClarity's request all necessary systems on or through which the Services are accessed or used; (b) provide personnel with such access to Subscriber's premises and systems as is necessary for MajorClarity to perform the Services; and (c) provide all cooperation and assistance as MajorClarity may reasonably request to enable it to exercise its rights and perform its obligations under and in connection with this Agreement.



Subscription Order Form and Subscription Services Agreement Anderson County School District, TN

3. **Term of Agreement.** This term of this Agreement shall begin on the date signed by both parties and continue for so long as any license granted pursuant to an Order Form remains in effect.

4. **Subscription Fee.**
 - A. Access to the Services is subject to MajorClarity's receipt of the full amount of the annual subscription fee as set forth in an Order. Payment may be made by direct deposit (ACH) or by check. MajorClarity may suspend Subscriber's access to and use of the Services if Subscriber fails to pay any by the date due. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on MajorClarity income. This clause will not apply if Subscriber is tax exempt and provides MajorClarity with a tax exempt certificate.

 - B. If Subscriber fails to make any payment when due then, in addition to all other remedies that may be available: (i) MajorClarity may charge interest on the past due amount at a rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest interest rate permitted under applicable law; and (ii) Subscriber shall reimburse MajorClarity for all reasonable costs incurred in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

5. **Data.** As between Subscriber and MajorClarity, Subscriber will own all right, title, and interest in and to the data submitted or inputted by Subscriber or its Authorized Users into the Platform or processed, stored, handled, or analyzed by MajorClarity as a part of or to enable or facilitate the provision of the Services ("**Subscriber Data**"). Subscriber hereby grants MajorClarity a non-exclusive right and license to use Subscriber Data. Further, Subscriber acknowledges and agrees that during and after the Term, MajorClarity may use Subscriber Data in de-identified and/or aggregated form for purposes of enhancing the Services, analyzing usage trends, aggregated statistical analysis, technical support, and other business purposes. MajorClarity will handle all Subscriber Data in accordance with the Terms of Use and Privacy Policy set forth on the Platform. MajorClarity shall own all right, title and interest in and to any other data generated from the use of the Services, as well as any and all Resultant Data (as defined below).

6. **Termination.**
 - A. *By MajorClarity.* MajorClarity may terminate this Agreement and Subscriber's access to the Services (i) upon written notice to Subscriber if Subscriber fails to pay or materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of notice; or (ii) immediately if Subscriber files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent, or is liquidated or otherwise dissolved.

 - B. *By Subscriber.* Subscriber may terminate this Agreement by providing MajorClarity written notice of its intent to terminate if (i) MajorClarity materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of such notice; or (ii) immediately if MajorClarity files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent or is liquidated or otherwise dissolved.

 - C. *Effect of Termination.* Upon the expiration or earlier termination of this Agreement, Subscriber will promptly discontinue any further use of the Services. Subscriber will not be entitled to any refund of fees paid in the event of termination. This clause does not impact MajorClarity's right to collect any



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Anderson County School District, TN**

amount due hereunder, nor does it limit Subscriber's rights under termination for breach of Agreement by MajorClarity.

7. Intellectual Property Rights.

- A. All right, title, and interest in and to the Services and related materials, improvements, enhancements, or modifications thereto, including all intellectual property rights therein, are and will remain with MajorClarity and, with respect to third-party materials, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the third-party materials. Subscriber has no right, license, or authorization with respect to any of the Services or related materials. All other rights in and to the Services and related materials are expressly reserved by MajorClarity. In furtherance of the foregoing, Subscriber hereby unconditionally and irrevocably grants to MajorClarity an assignment of all right, title, and interest in and to the Resultant Data, including all intellectual property rights relating thereto. Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation. "Resultant Data" means data and information related to Subscriber's and all Authorized User's use of the Services that is used by MajorClarity.
- B. Subscriber hereby irrevocably grants all such rights and permissions in or relating to Subscriber Data as are necessary or useful to MajorClarity and its affiliates to enforce this Agreement, perform the Services, and otherwise exercise its rights and perform its obligations herein.

8. **Warranties.** MajorClarity represents, warrants, and covenants that (i) its use of Subscriber Data during the Term of this Agreement will comply with its posted Terms of Use and Privacy Policy; (ii) the Services will operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, MajorClarity makes no other warranties and all other warranties, either express or implied, are hereby disclaimed, including but not limited to warranties of merchantability and fitness for a particular purpose. MajorClarity will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. MajorClarity expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL SERVICES ARE PROVIDED "AS IS." MAJORCLARITY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MAJORCLARITY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

Subscriber represents, warrants, and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (ii) it has all necessary rights and permissions to



**Subscription Order Form and Subscription Services Agreement
Anderson County School District, TN**

grant access to the Services to its Authorized Users; (iii) it will obey all applicable laws, rules, and regulations in its use of the Services and Subscriber Data; (iv) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (v) Subscriber Data will not contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that MajorClarity has no obligation to monitor Subscriber Data. However, in the event that MajorClarity becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, MajorClarity will have the right to remove such item(s) pending resolution.

- 9. **Indemnification.** To the extent permitted by applicable law, subscriber agrees to indemnify, defend, and hold MajorClarity harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (i) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (iii) Subscriber's use of the Services in violation of applicable law. MajorClarity agrees to indemnify, defend, and hold Subscriber harmless from and against any and all liability, damage, loss or expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding alleging that the Services infringe or violate any United States patent, copyright or trademark. MajorClarity acknowledges that Subscriber's liability in any of the above listed circumstances may be limited or eliminated based upon applicable local, state, or federal law.

- 10. **Limitation of Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS DELIVERED," AND CANNOT BE CUSTOMIZED OR MODIFIED. WITHOUT LIMITING THE FOREGOING, AND EXCLUDING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, THE TOTAL LIABILITY OF MAJORCLARITY FOR ANY REASON WHATSOEVER RELATED TO THE SERVICES WILL, IN NO EVENT, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO MAJORCLARITY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

- 11. **Confidentiality.** In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - A. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

 - B. not disclose or permit access to Confidential Information other than to representatives who: (i) need to know such Confidential Information; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations hereunder; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth herein;



Subscription Order Form and Subscription Services Agreement
Anderson County School District, TN

- C. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and
- D. promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps and cooperate with the Disclosing Party to prevent further unauthorized use or disclosure.

12. General Terms.

- A. *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
- B. *Legal Notice.* MajorClarity will provide any legal notice to Subscriber via mail at the address noted below. Subscriber must provide any legal notice to MajorClarity by Paper, Inc. Attn: Chief Executive Officer, 117 S 14th Street Suite 160 Richmond VA 23219, USA. Any legal notices provided without compliance with this section will have no legal effect.
- C. *Entire Agreement.* This Agreement, the Order, the Terms of Use, and the Privacy Policy effective as of the Order date constitute the entire, complete, and exclusive agreement between MajorClarity and Subscriber regarding the Services ("Entire Agreement"). The Entire Agreement supersedes all prior agreements and understandings, whether written or oral, whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement. The terms and conditions of this Agreement will prevail over any conflicting provisions in the Terms of Use.

IN WITNESS WHEREOF, MajorClarity by Paper, Inc. and the Subscriber have caused this agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement and agree to be bound by the provisions herein.

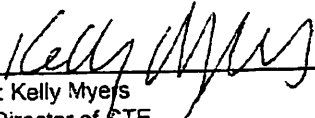
MajorClarity by Paper Inc.
117 S. 14th Street Suite 160
Richmond, VA 23219

Subscriber:
Anderson County School District, TN
101 S. Main St. Clinton, TN 37716

MajorClarity Signed by:

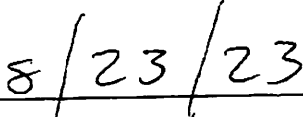
Subscriber Signed by:

Name: Lauren Conroy
Title: COO



Name: Kelly Myefs
Title: Director of CTE

Date



Date